



**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT  
F A S  
STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

E	New	Vendor Code		Dept.	Contract Number	
M	<input checked="" type="checkbox"/> Change			SC	96-781-A1	
X	Cancel			097	A	
County Department				Dept.	Orgn.	Contractor's License No.
TRANSPORATION/FLOOD CONTROL				097	097	
Flood Control District Contract Representative				Ph. Ext.	Amount of Contract	
JIM BORCUK				7-2629		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number
RFA	091	091		9145		
Commodity Code			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
Project Name						
LOWER CUCAMONGA SPDG						
GRNDS/CHRIS BASIN						
WATER SPDG AGREEMENT						

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the District, and

Name  
CHINO BASIN WATER CONSERVATION DISTRICT

hereinafter called CBWCD

Address

P.O. BOX 2400

MONTCLAIR, CA 91763-0900

Phone

(909) 626-2711

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**WITNESSETH**

WHEREAS, the San Bernardino County Board of Supervisors approved Agreement No. 96-781 between the CHINO BASIN WATER CONSERVATION DISTRICT, herein referred to as the "CBWCD" and SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, herein referred to as the "DISTRICT" on August 20, 1996 for the use of the Lower Cucamonga Spreading Basins, a series of four basins adjacent to the Cucamonga Creek Channel, south of Chino Avenue;

WHEREAS, for the purposes of this agreement, the basins are further described as follows: Basin 1 – bounded by Chino Avenue on the north, Cucamonga Creek Channel on the east; Basin 2 – bounded by Basin 1 on the north, Cucamonga Creek Channel on the east; Basin 3 – bounded by Chino Avenue on the North, Cucamonga Creek Channel on the west; Basin 4 – bounded by Basin 3 on the north, and Cucamonga Creek Channel on the west, and Chris Basin on the south;

WHEREAS, CBWCD desires to establish approximately 5 acres of wetlands vegetation within Basin 3, capable of absorbing salts found in dairy wash water for the purpose of researching the desalinization and reuse of the water;

WHEREAS, DISTRICT desires to establish approximately 1.8 acres of riparian vegetation within Basin 4 for the purpose of providing mitigation for the loss of habitat as a result of the construction of Carbon Canyon Creek Channel in accordance with U.S. Army Corps of Engineers Section 404 permit No. 98-30064-AJS and California Department of Fish and Game Streambed Alteration Agreement No. 5-263-98; and

WHEREAS, the CBWCD and the DISTRICT desire to amend Agreement No. 96-781 to include additional terms for the revised use of the basins, and such additional terms are herein numbered to follow the existing agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. DISTRICT SHALL:

- J. Create a minimum of 1.8 acres of riparian habitat within Basin 4, which may include planting willows, mule fat, cottonwoods, or other trees as needed.
- K. Construct a weir or pipe inlet on the south side of Basin 4, adjacent to Chris Basin, to control the water inflow from Chris Basin.
- L. Accept up to 15,000 cubic yards of material that will be excavated by CBWCD from Ely Basin, located north of the Lower Cucamonga Spreading Basin. The amount of the material to be excavated is estimated, at this time, to be approximately 6,500 cubic yards. DISTRICT personnel will work in conjunction with the CBWCD contractor for the disposal of the material. The CBWCD must notify the DISTRICT as to the hauling schedule, as described under the CBWCD portion of this agreement.
- M. Construct access ramps and grade service roads, as necessary within Basin 4, for the disposal of material by the CBWCD (or their contractors).
- N. Grant "supervised-only" access to Basin 4 to the CBWCD (or their contractors) for the dumping of the material.
- O. Grade the project area once the material is deposited by the CBWCD or its designated contractor.
- P. Be responsible for maintenance of Basin 4 without cost to the CBWCD. Maintenance will include weeding, periodic grading of the slopes and basin floor, water control, and inspection and replanting of the woodland vegetation.

- Q. Ensure that all construction and maintenance activities within Basin 4 will be conducted in such a way as to avoid impacts to the wetlands project being conducted in Basin 3 by the CBWCD.

II. CBWCD SHALL:

- N. Transport the soil material from Ely Basin between August and October 1999, and unload the soil material in Basin 4. The CBWCD will notify the District at least 72 hours in advance (two weeks is preferable) prior to depositing the soil material into Basin 4.

III. CBWCD MAY:

- O. Establish approximately 5 acres of wetlands vegetation within Basin 3 for the purposes of a pilot/test project. The wetlands vegetation will consist of salt-absorbing plants or grasses, or similar vegetation. The species of plants or grasses may vary from year to year.

IV. IF THE CBWCD IMPLEMENTS ITEM III.O, THE CBWCD SHALL:

- P. Excavate, reconfigure the bottom of Basin 3, as necessary, for the development of the wetlands vegetation within Basin 3. An access ramp will be constructed by the CBWCD for maintenance purposes.
- Q. Construct water distribution pipelines to convey dairy wash water from the dairy to the southeast of Basin 4 into Basin 3. The basin configuration, pipeline, and access ramp will be constructed by CBWCD per the plans approved by the DISTRICT.
- R. Construct and maintain the wetlands vegetation and appurtenant basin improvements, including access ramp, water distribution pipeline, and sedimentation basin, without cost to the DISTRICT. Maintenance will include weeding, mowing and removal of vegetation, periodic grading, water control, and inspection and replanting of the wetlands vegetation as necessary.
- S. Ensure that all construction and maintenance activities within Basin 3 will be conducted in such a way as to avoid impacts to the riparian habitat created by the DISTRICT in Basin 4.
- T. Allow the DISTRICT to use the dairy wash water, as needed, if excess water is available, for the irrigation of the riparian vegetation in Basin 4.

- U. Maintain all applicable permits from other regulatory agencies, such as the Regional Water Quality Control Board, throughout the life of the test project.
- V. Notify the District within 30 days of intent to cease the test project. Within 60 days of ceasing the test project, the CBWCD will clear and grub the Basin, and return it to its condition prior to the test project, unless otherwise directed by District.
- W. Submit Plans, apply, and obtain DISTRICT's permit for all construction activities within Basin 3.
- X. Provide DISTRICT with test results/data from the pilot project at no cost to the DISTRICT.

THIS AMENDMENT TO THE AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both parties. Unless stated to the contrary, the Terms of the original AGREEMENT shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment to the Agreement this \_\_\_\_\_ day of 1999.

SAN BERNARDINO COUNTY FLOOD CONTROL  
DISTRICT

►  
\_\_\_\_\_  
Jon D. Mikels, Chairman, Board of Supervisors

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By ? \_\_\_\_\_  
Deputy

CHINO BASIN WATER CONSERVATION DISTRICT

(State if corporation, company, etc.)

By ► \_\_\_\_\_  
(Authorized Signature)

(Print) – Name Barrett Kehl

Dated \_\_\_\_\_

Title General Manager

Address P.O. Box 2400

Montclair, California 91763-0900

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

►  
\_\_\_\_\_  
County Counsel

►  
\_\_\_\_\_  
Date

►  
\_\_\_\_\_  
Agency Administrator/CAO

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_